

**STATE AIR POLLUTION CONTROL BOARD ENFORCEMENT ACTION  
ORDER BY CONSENT  
ISSUED TO  
CARRY-ON TRAILER CORPORATION  
Registration No. 51988**

**SECTION A: Purpose**

This is a Consent Order issued under the authority of Va. Code § 10.1-1309 and § 10.1-1316, between the State Air Pollution Control Board and Carry-On Trailer Corporation, for the purpose of resolving certain violations of environmental law and/or regulations.

**SECTION B: Definitions**

Unless the context clearly indicates otherwise, the following words and terms have the meaning assigned to them below:

1. “Va. Code” means the Code of Virginia (1950), as amended.
2. “Board” means the State Air Pollution Control Board, a permanent collegial body of the Commonwealth of Virginia as described in Code §§ 10.1-1301 and 10.1-1184.
3. “Department” or “DEQ” means the Department of Environmental Quality, an agency of the Commonwealth of Virginia as described in Va. Code § 10.1-1183.
4. “Director” means the Director of the Department of Environmental Quality.

5. "Order" means this document, also known as a Consent Order.
6. "Carry-On Trailer" means Carry-On Trailer Corporation, certified to do business in Virginia and its affiliates, partners, subsidiaries, and parents.
7. "Facility" means the trailer manufacturing facility owned and operated by Carry-On Trailer located in Callao (Northumberland County), Virginia.
8. "PRO" means the Piedmont Regional Office of DEQ, located in Glen Allen, Virginia.
9. "Permit" means State Operating Permit to Construct and Operate, which became effective August 12, 2002. Permit limits the facility to emission below the major source thresholds for VOC and HAPs.
10. "O&M" means operations and maintenance.
11. "VOC" means Volatile Organic Compounds.
12. "HAP" means Hazardous Air Pollutants.

### **SECTION C: Findings of Fact and Conclusions of Law**

1. Carry-On Trailer Corporation owns and operates a facility located at 617 Harry Hogan Road, in Callao, Virginia. This facility is the subject of State Operating Permit, which limits the facility to emission below the major source thresholds for VOC and HAPs.
2. Since the facility opened in June of 2000, DEQ has noted numerous apparent violations of the Air Pollution Control Law. These concerns, cited in a Notice of Violation issued by DEQ on December 16, 2002, include:
  - Carry-On Trailer did not obtain an air permit prior to construction and operation. 9 VAC 5 –80-10(C)(1) states, in part, "No owner or other person shall begin actual construction, reconstruction or modification of any of the following types of sources without first obtaining from the board a permit to construct and operate or to modify and operate such source;" 9 VAC 5 –80-10(H)(2) states, in part, "The source shall be designed, built and equipped to operate without preventing or interfering with attainment or maintenance of any applicable ambient air quality standard and without causing or exacerbating a violation of any applicable ambient air quality standard;" 9 VAC 5-80-1420 (A) states, in part, "No owner or other person shall begin actual construction, reconstruction of any major source of hazardous air pollutants without first obtaining from

the board a permit to construct and operate or to reconstruct and operate such a source.”

- Carry-On Trailer did not submit a Title V application within one year of operation. 9 VAC 5-80-80(C) states, in part, “The owner of a stationary source applying for a permit under this article for the first time shall submit an application within 12 months after the source becomes subject to this article. “

3. On August 12, 2002, Carry-On Trailer Corporation was issued a synthetic minor State Operating Permit.

#### **SECTION D: Agreement and Order**

Accordingly, the State Air Pollution Control Board, by virtue of the authority granted it in Va. Code §10.1-1316(C), orders Carry-On Trailer, and Carry-On Trailer agrees, to perform the actions described in Appendices A and B of this Order. In addition, the Board orders Carry-On Trailer, and Carry-On Trailer voluntarily agrees, to pay a civil charge of \$35,000 within 60 days of the effective date of the Order in settlement of the violations cited in this Order.

1. \$12,250 of this civil charge shall be paid within 60 days of the effective date of this Order. Payment must indicate that the civil charge is pursuant to the Carry-On Trailer Order, Payment shall be by check, certified check, money order, or cashier's check payable to “Treasurer of the Commonwealth of Virginia” and sent to:

Receipts Control  
Department of Environmental Quality  
Post Office Box 10150  
Richmond, Virginia 23240

Payment shall include the Federal Tax Identification Number for the facility.

2. \$22,750 of this civil charge shall be satisfied upon completion by Carry-On Trailer of a Supplemental Environmental Project (SEP) pursuant to Virginia Code 10.1-1186.2 and as described in Appendix A of this Order.
3. In the event that the SEP is not performed as described in Appendix A, upon notification by the Department, Carry-On Trailer shall pay the amount specified in Paragraph 2 above within 60 days of such notification according to the procedures specified in Paragraph 1 above, unless an alternate project or schedule has been agreed upon by the parties.

**SECTION E: Administrative Provisions**

1. The Board may modify, rewrite, or amend the Order with the consent of Carry-On Trailer, for good cause shown by Carry-On Trailer, or on its own motion after notice and opportunity to be heard.
2. This Order addresses and resolves those alleged violations specifically identified herein or reported to the Department as of the date of this Order, including those matters addressed in the Notice of Violation issued to Carry-On Trailer by on December 16, 2002. This Order shall not preclude the Board or the Director from taking any action authorized by law, including but not limited to: (1) taking any action authorized by law regarding any additional, subsequent, or subsequently discovered violations; (2) seeking subsequent remediation of the facility as may be authorized by law; or (3) taking subsequent action to enforce the Order. This Order shall not preclude appropriate enforcement actions by other federal, state, or local regulatory authorities for matters not addressed herein.
3. For purposes of this Order and subsequent actions with respect to this Order, Carry-On Trailer admits the jurisdictional allegations, factual findings, and conclusions of law contained herein. In entering into this Order, Carry-On Trailer admits no violation of environmental law and/or regulations.
4. Carry-On Trailer consents to venue in the Circuit Court of the City of Richmond for any civil action taken to enforce the terms of this Order.
5. Carry-On Trailer declares it has received fair and due process under the Administrative Process Act, Va. Code §§ 2.2-4000 *et seq.*, and the Air Pollution Control Law and it waives the right to any hearing or other administrative proceeding authorized or required by law or regulation, and to any judicial review of any issue of fact or law contained herein. Nothing herein shall be construed as a waiver of the right to any administrative proceeding for, or to judicial review of, any action taken by the Board to enforce this Order.
6. Failure by Carry-On Trailer to comply with any of the terms of this Order shall constitute a violation of an order of the Board. Nothing herein shall waive the initiation of appropriate enforcement actions or the issuance of additional orders as appropriate by the Board or the Director as a result of such violations. Nothing herein shall affect appropriate enforcement actions by any other federal, state, or local regulatory authority.
7. If any provision of this Order is found to be unenforceable for any reason, the remainder of the Order shall remain in full force and effect.
8. Carry-On Trailer shall be responsible for failure to comply with any of the terms and conditions of this Order unless compliance is made impossible by earthquake, flood, other acts of God, war, strike, or such other occurrence. Carry-On Trailer shall show that

such circumstances were beyond its control and not due to a lack of good faith or diligence on its part. Carry-On Trailer shall notify the DEQ Regional Director in writing when circumstances are anticipated to occur, are occurring, or have occurred that may delay compliance or cause noncompliance with any requirement of the Order. Such notice shall set forth:

- a. the reasons for the delay or noncompliance;
- b. the projected duration of any such delay or noncompliance;
- c. the measures taken and to be taken to prevent or minimize such delay or noncompliance; and
- d. the timetable by which such measures will be implemented and the date full compliance will be achieved.

Failure to so notify the Regional Director within 24 hours of learning of any condition above, which the parties intend to assert will result in the impossibility of compliance, shall constitute a waiver of any claim to inability to comply with a requirement of this Order.

9. This Order is binding on the parties hereto, their successors in interest, designees and assigns, jointly and severally.
10. This Order shall become effective upon execution by both the Director or his designee and Carry-On Trailer.
11. This Order shall continue in effect until the Director or Board terminates the Order in his or its sole discretion upon 30 days written notice to Carry-On Trailer. Carry-On Trailer may request that the Director terminate the order after completion of the requirements of Section D. Termination of this Order, or any obligation imposed in this Order, shall not operate to relieve Carry-On Trailer from its obligation to comply with any statute, regulation, permit condition, other order, certificate, certification, standard, or requirement otherwise applicable.

12. By its signature below, Carry-On Trailer voluntarily agrees to the issuance of this Order.

And it is so ORDERED this day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
Robert G. Burnley, Director  
Department of Environmental Quality

Carry-On Trailer voluntarily agrees to the issuance of this Order.

By: \_\_\_\_\_  
Michael Skoglund,  
Vice President of Operations

Date: \_\_\_\_\_

State of Georgia

City/County of \_\_\_\_\_

The foregoing document was signed and acknowledged before me this \_\_\_\_ day of  
\_\_\_\_\_, 2003, by \_\_\_\_\_, who is  
(name)

\_\_\_\_\_ of Carry-On Trailer, on behalf of the Corporation.  
(title)

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_.

## **APPENDIX A**

Carry-On Trailer shall:

1. Within 30 days from the execution of this Order submit to the Department the following information:
  - a. Final approvable plans for the installation and operation of the RTO;
  - b. The date the contracts for the installation of the RTO are awarded and for the purchase of the RTO;
  - c. The date on-site construction for the installation of the RTO will begin;
  - d. The date construction of the RTO will be completed;
2. Start-up of the RTO shall occur concurrently with the start-up of the production process. Operation of the RTO shall be in accordance with the facility permit.